

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY

SOUTH MAIN
FAÇADE IMPROVEMENT REBATE PROGRAM
TERMS AND CONDITIONS

I. Purpose

To encourage rehabilitation of commercial business fronts in designated South Main target areas through the improvement of new facades, new signage, painting, landscaping, and more.

II. Eligible Improvements

- New facades
- Landscaping and irrigation
- Painting
- New signage and awnings
- Exterior lighting
- Parking lot improvements

III. Program Benefits

Cash rebate for eligible improvements as follows:

<u>Cost of Improvements</u>	<u>Amount of Rebate</u>
\$1 - \$14,999	75%
\$15,000 – 26,000	65%

- Maximum rebate for physical improvements, including City permit fees, is **\$16,900**
- In addition, the following items may be added to the above amount:
 - Free removal of old signs and awnings with project manager’s approval. (See section VII).
 - Reimbursement of fees for architectural and design drawings, up to **\$2,000**. (Must use a city licensed contractor)
 - Signage that meets the **revised** sign code, up to **\$3,000**
- **Total rebate not to exceed \$21,900.**

IV. Project Requirements

- Project location must be within the South Main Boundaries (First St. to Warner)
- Complete rebate application must be submitted and approved by rebate committee *prior* to commencement of work.
- Evidence of Planning and/or Building permits will be required for *all* applicable improvements.
- All project improvements shall comply with current City codes, ordinances and South Main Commercial District Regulations (C-SM).
- All project costs must be paid with check and include invoice.
- Contractors must be licensed in the City of Santa Ana.
- Contractor(s) and subcontractor(s) must comply with all laws and regulations pertaining to Prevailing Wage.

V. Exclusions

- Property with illegal or legal non-conforming pole sign(s). Applicant must remove pole sign(s) prior to submitting application. (Refer to Section VII)
- Project improvements started prior to Rebate Committee written approval
- New construction projects
- Buildings termed as high or medium seismic risks or having other serious code violations with no plans to correct deficiencies within an allowable time frame.
- Project having a pole sign must apply for “Removal of Sign” & “Right of Entry Agreement” prior to committee approval.

- Interior improvements
- Improvements not clearly visible from street frontage.
- Exterior improvements not approved by the Rebate Committee.
- Improvements without proper and clearly defined documentation. (i.e. City Permits)
- Trading one type of service/job for another, rather than paying to have the service/job performed (i.e. no “bartering”)
- Project costs paid for by CASH. (Must be paid for by Check)
- Seismic work
- Door handles and locks

VI. Application Approval Process

- The Rebate Committee, made up of members from the South Main City Council Committee, Planning, Community Development Agency Staff and other appointed members, shall review complete application for approval.
- Applicants will receive written notice of approval, including any modifications, or denial to project within 10 working days of the Rebate Committee Meeting.

VII. Free Sign/Awning & Exterior Clutter Removal

- With advance approval, the Agency will remove unsightly signs, awnings and other exterior clutter from property at no charge to the property or business owner.
- The legal property owner must complete an application for “Free Sign/Awning & Exterior Clutter Removal” and enter into a “Right of Entry” agreement with Agency prior to committee approval.

VIII. Display of Rebate Program Sign

- Applicant *may be* required to display a Façade Improvement Rebate Program sign, from the date of rebate approval until the date of rebate funding.

IX. Property Maintenance Agreement

- The applicant must sign and submit the “*Façade Improvement Rebate Program Property Maintenance Agreement*” which states that the property must remain in good and attractive condition for a term of 5 years or the date the applicant no longer exercises custody and control over Property, whichever first occurs.

X. Accomplishment of Work

- The applicant agrees to all improvements specified in the application and the Rebate Committee’s recommendations and/or stipulations that work will conform to City standards. Under certain submittals applicant plans may be subject to “Site Plan Review” by the Planning and Building Agency.
- Applicant shall carry out the design, construction, and operation of the Project in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of Orange, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Agency, the Applicant or the Property, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations and standards, applicable state and labor standards, prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical and electrical codes, as they apply to the Property and the Project, and all other provisions of the City and its Municipal Code (as they apply to the Property and the Project), and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. § 12101 *et seq.*, Government Code § 4450 *et seq.*, and the Unruh Civil Rights Act, Civil Code § 51 *et seq.*
- Supporting documentation may include an architectural rendering (depending upon the extent of the proposed improvements), landscape and irrigation plans, sign plans, paint chips (in compliance with the designated color pallet) and types of materials to be used and color schemes (see designated color pallet).
- A deadline for the completion of all agreed-upon improvements will be determined at the Rebate Committee meeting and conveyed to the applicant in writing after application approval. If the

improvements have not been completed by the deadline, the file may be closed, and the applicant may have to reapply for the program with solid substantiation as to why they were unable to meet the deadline.

- Upon completion of all agreed upon improvements, applicant MUST submit copies of cancelled checks (both sides), paid invoices/receipts, permit copies, proper prevailing wage documentation and a description of completed work and costs involved.

XI. Inspection of Project

- Before, during and after improvements are being made, the City of Santa Ana or its designee shall have the right to inspect all exterior work. No rebate check shall be issued until all improvements have been completed to the satisfaction of the inspectors, and the appropriate documentation have been received, reviewed and processed accordingly.

Applicant Name: _____

(Please Print)

Signature: _____ Date: _____

SOUTH MAIN
Façade Improvement Rebate Program
Participant Checklist

Submission of all items included in the following checklist will insure the timely processing of your application and rebate check.

1. Complete and signed rebate application with all the following requested materials:
 - Project description
 - Copies of signed bids for all improvements
 - Complete architectural plans (if applicable)
 - Complete landscape plans (if applicable)
 - Sign plans (if applicable)
 - Awning design (if applicable)
 - Color and material samples for paint, awnings, signs, etc.
 - Color photographs of the entire exterior of the property to be improved
2. Signed and dated Terms and Conditions
3. Signed and dated Maintenance Agreement
4. Evidence of insurance on the property or the name and or telephone number of your insurance agent

NOTE: DO NOT START ANY IMPROVEMENTS UNTIL COMMITTEE APPROVAL.

Prior to receiving rebate funding, your must submit the following:

1. Copies of sign and/or awning and other applicable Planning and Building permits
2. Final inspection documentation
3. Copies of canceled checks (both sides), detailed paid invoices/receipts and proper prevailing wage documentation.

Applicant's Signature: _____

Date: _____

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY

SOUTH MAIN
Façade Improvement Rebate Program
APPLICATION

1. Applicant Name: _____ Contact Person: _____
Phone # _____ Fax # _____ E-Mail _____
Business Name: _____ DBA: _____
Property Address: _____
Mailing Address: _____ City: _____ Zip _____
Total Building Sq. Ft: _____ Parcel #: _____

Are you: Owner/Occupant Tenant Expiration of Lease: _____

Please Check one: Proprietorship Partnership Corporation

2. Type of Business: _____

3. Estimated Costs:

A. Please complete the project checklist and *estimated costs* below.

Category	Estimated Costs/Bids
1. Painting	\$ _____
2. Signage	_____
3. Awnings	_____
4. Paving	_____
5. Landscaping and Irrigation	_____
6. Exterior Lighting	_____
7. Removal of Old Signs, Awnings and Exterior Clutter	_____
8. Architectural Design Fee	_____
9. Other (Attach separate complete list of all proposed improvements and breakdown of costs)	_____

Estimated Date of Completion: _____

Total Estimated Costs \$ _____

Date: _____

Name: _____

Please Print

Signature: _____

For further information, call (714) 647-5360

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY

SOUTH MAIN

Façade Improvement Rebate Program
Property Maintenance Agreement

The undersigned _____ (“Applicant”) proposes to undertake certain building exterior renovation and/or landscaping improvement work on commercial property located at _____ (“Property” Address) in the City of Santa Ana.

This agreement is conditional upon Participant’s receiving a Rebate from the Agency. By executing this agreement and accepting the Rebate from the Agency, the Participant promises to maintain the Property in good attractive condition for the term of this agreement, as specified below, as follows:

1. The appearance of the building exterior shall not be allowed to deteriorate due to such reasons as chipped or cracked paint.
2. Awnings shall be kept in good condition, safely secured, fully intact, clean and free from tears or tattered edges.
3. Landscaping on the grounds of the Property shall be kept in proper condition by watering and gardening work.
4. The Property shall be maintained in compliance with applicable building and zoning regulations of the City of Santa Ana.

In the event the Participant fails to maintain the Property in good and attractive condition as stated above, and further fails to correct such defective maintenance within 60 days after receiving notice from the Agency’s Executive Director to do so, the Participant agrees to repay the Agency the amount of the Rebate, and the Participant shall be liable to the Agency for such amount.

This agreement shall be for a term which commences on the date the project is completed and terminates on (1) the date occurring five years after such completion date, or (2) the date the Participant no longer exercises custody and control over the Property, whichever first occurs.

Name: _____
(Please Print)

Signature: _____

Date: _____

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY
SOUTH MAIN
FAÇADE IMPROVEMENT REBATE PROGRAM
CONTRACTORS RESUME

General Contractor's Company Name: _____

D.B.A: _____ Contact Person: _____

Address: _____ City: _____ Zip: _____

Phone #: _____ Fax #: _____ E-Mail: _____

Contractor's License No: _____ Type: _____ City License No: _____

Bank References:

Name _____

Name _____

Address _____

Address _____

City _____ Zip _____

City _____ Zip _____

Telephone (_____) _____

Telephone (_____) _____

Material Suppliers

Name _____

Name _____

Address _____

Address _____

City _____ Zip _____

City _____ Zip _____

Telephone (_____) _____

Telephone (_____) _____

Contact: _____

Contact: _____

Name _____

Name _____

Address _____

Address _____

City _____ Zip _____

City _____ Zip _____

Telephone (_____) _____

Telephone (_____) _____

Contact: _____

Contact: _____

Subcontractor(s): (Who has worked for you in the past six months)

Name _____

Name _____

Address _____

Address _____

City _____ Zip _____

City _____ Zip _____

Telephone (_____) _____

Telephone (_____) _____

Contact: _____

Contact: _____

List Three Most Recent Construction Projects Completed:

Name _____

Name _____

Address _____

Address _____

City _____ Zip _____

City _____ Zip _____

Telephone (_____) _____

Telephone (_____) _____

Contact Person _____

Contact Person _____

Contract \$ Amount _____

Contract \$ Amount _____

Completion Date: _____

Completion Date: _____

Name _____

Address _____

City _____ Zip _____

Telephone (_____) _____

Contact Person _____

Contract \$ Amount _____

Completion Date: _____

Years in Business _____

Number of Employees _____

Are You an Equal Opportunity Employer? _____

Are You Bondable? _____

What is Your Bond Limit? _____

Name and Address of Insurance Carrier or Broker:

Signature of License Holder

Date

NT.RES.

City of Santa Ana
 COMMUNITY DEVELOPMENT AGENCY
SOUTH MAIN
FAÇADE IMPROVEMENT REBATE PROGRAM
Contractors Bid Sheet

General Contractor's Company Name: _____

D.B.A: _____ Contact Person: _____

Address: _____ City: _____ Zip: _____

Phone #: _____ Fax #: _____ E-Mail: _____

Contractor's License No: _____ Type: _____ City License No: _____

	<u>Cost</u>
1. Exterior Paint (Indicate Paint Color)	
_____	_____
_____	_____
_____	_____
2. New Signage (Indicate type of signage, ex. Monument Sign, Wall Sign, etc.)	
_____	_____
_____	_____
_____	_____
3. Awnings (Quantity, material, design, color, etc.)	
_____	_____
_____	_____
_____	_____
4. Landscaping (Indicate type of landscaping/irrigation system (if any)	
_____	_____
_____	_____
_____	_____
5. Architect Fees (Must use Santa Ana licensed contractor)	
_____	_____
_____	_____
_____	_____
6. Other (parking lot improvements, lighting, etc.)	
_____	_____
_____	_____
_____	_____

The above items are correct to my/our knowledge and belief. As a General Contractor, I've been informed that Prevailing Wage will be required for this project and I agree to ensure that all my employees and subcontractors follow all of the rules and regulations pertaining to prevailing wage. Participant will not receive rebate reimbursement if prevailing wage rules and regulations are not accurate. Furthermore, I'm aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work in this contract.

Contractor's Initials: _____
Participants Initials: _____

Applicant Signature x _____

General Contractor x _____

Name/Title

Notice

Whoever knowingly makes any false Statement or representation for the purpose of influencing in any way the granting of a Façade Improvement Rebate as per this application shall be subject to fine of imprisonment or both under the provisions of Title 16, United States Code Section 1014

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY
SOUTH MAIN
FAÇADE IMPROVEMENT REBATE PROGRAM
Landscaping Guidelines

All landscape plans submitted, as working drawings, shall include the items listed below. Landscape plans shall be returned for corrections if they lack these requirements.

- I. The title block shall include the name and address of the project. The name, address, and phone number of the preparer shall also be included.
- II. THREE COMPLETE SETS OF WORKING DRAWINGS SHALL BE SUBMITTED TO THE PLANNING DIVISION WHEN WORKING DRAWINGS ARE SUBMITTED FOR BUILDING PLANCHECK. The distribution of approved landscape plans shall be as follows:
 - (a) Copy for permanent City files (attached to Building Department plans when plans are submitted for Building Permit.)
 - (b) Copy for field inspection by the Landscape Development Associate.
 - (c) Copy to designated person submitting the plans

NOTE: A transmittal sheet indicating the person to contact after approval shall be submitted with the plans.

- III. All plans shall include pertinent details such as:
 - (a) Scale
 - (b) North arrow
 - (c) Named streets and any alleys
 - (d) Plant legend, including common and botanical names plus container sizes (or coded symbols)
 - (e) Irrigation systems with schematic design and legend.
 - (f) Hardscape (driveways, sidewalks, swails, etc.).
 - (g) Total number of parking stalls for landscape requirements
 - (h) Appurtenances (trash enclosures, transformers, gas meters, monument signs, lights, etc. as applicable to the project.
 - (i) A note indicating materials used for structures and the colors of these materials – this information may require a submittal sheet from the project architect.
 - (j) Indicate any slopes plus slope upgrade. Slopes that exceed a 4:1 grade must be planted in groundcover or erosion control type shrubs.

- (k) Signature (or seal) of the Landscape Architect who prepared the plans per State of California Office of Consumer Affairs guidelines.

SOUTH MAIN
FAÇADE IMPROVEMENT REBATE PROGRAM
REQUIRED PAINT COLOR Pallet

The following paint colors are part of the South Main Street Model Block Program. These colors were selected by an architectural design firm to coordinate and work together. The Rebate Committee requires that any combination of these colors be used for any façade improvements funded by the Façade Improvement Rebate Program. The following is a list of the designated colors.

Color Key

<i>Medieval Mauve</i>	2145
<i>Chalet Blue</i>	2267
<i>Falling Water</i>	2391
<i>Red Barn</i>	2307
<i>Impressive Ivory</i>	2333
<i>Gaugin Yellow</i>	2349
<i>Rustic*</i>	K852 39PF (Vista Paint)
<i>Navajo White*</i>	K850 39PF (Vista Paint)
<i>Obrien*</i>	K951 30AF (Vista Paint)
<i>Capecod Gray*</i>	K851 39PF (Vista Paint)

Applicant may use any brand of paint, as long as it matches the above-designated colors. For reference, 'Sherwin Williams' was the brand of paint used to create the color key unless noted otherwise.

**The Graffiti Task Force also uses some of these colors. Please call Danell Mercado at (714) 647-3308 or visit the City website for further information on the Graffiti Removal Program.*

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY

SOUTH MAIN

Façade Improvement Rebate Program

Free Sign & Awning Removal

Company Name: _____

DBA: _____ Contact: _____

Phone No: _____ Fax No: _____ E-Mail: _____

Address: _____ City: _____ Zip: _____

Select Item(s) To Be Removed: Sign Awning

Description of Removed Item(s): _____

Approximate Date of Removal: _____

I agree to have a private contractor provided by the City of Santa Ana remove the above item from my property.

Name: _____
(Please Print)

Date: _____

Signature: _____

City of Santa Ana
COMMUNITY DEVELOPMENT AGENCY

SOUTH MAIN

Façade Improvement Rebate Program

**RIGHT OF ENTRY AND
AUTHORIZATION TO REMOVE SIGNAGE**

I, _____ (hereinafter "Owner"), owner of the property located
_____ ("said Property"), in the City of Santa Ana, County of Orange, California, do hereby
grant to the City of Santa Ana, its officers, employees, agents, contractors and subcontractors, the right to enter said
property for the purpose of removing a vertical pole sign located on said property.

Owner declares and warrants that he is the owner of said Property and the sign located thereon and authorizes the
City of Santa Ana, its officers, employees, agents, contractors and/or subcontractors to remove said sign.

Owner shall indemnify and hold harmless the City of Santa Ana, from any liability arising out of the City's exercise
of this Right of Entry and Authorization, including any claim that Owner is not authorized to order the removal of
said sign, and any property damage claim arising from such allegation.

The right and authority granted to the City of Santa Ana shall expire upon removal of said sign, and in any event, no
later than _____, unless extended by an agreement between the owner of the property and the City.

DATED: _____

PROPERTY OWNER

Signature

Print Name